

EXHIBIT 1

HOWARD B. HOFFMAN, ESQUIRE

ATTORNEY AT LAW
600 JEFFERSON PLAZA
SUITE 304
ROCKVILLE, MARYLAND 20852
(301) 251-3752
FAX (301) 251-3753

December 5, 2013

Via U.S. Mail
Certified 7155 5474 4100 8727 8973

Francis R. Laws, Esq.
Thomas & Libowitz, P.A.
100 Light Street, Ste. 1100
Baltimore, Maryland 21202

Re: Mould v. NJG Food Service, Inc., et al.
U.S. District Court Case No. JKB 13-1305

Dear Mr. Laws:

I am enclosing a payroll report for Ms. Taylor Schlette. She worked a total of 940.86 hours at \$3.63/hour. Assuming no tip credit can be taken, and she is owed \$7.25/hour rather than \$3.63/hour, she is owed \$6,811.82. My clients are willing to pay Ms. Schlette \$6,850.00 only for purposes of rounding, plus attorneys' fees and costs as determined by the Court with respect to her claim. Please find enclosed an Offer of Judgment addressed to Ms. Schlette. We strongly recommend that Ms. Schlette accept this offer. We consider Ms. Schlette's claim to be moot.

This letter is otherwise written without prejudice.

Please let me know if you have any questions.

Sincerely,



Howard B. Hoffman

Enclosure

cc: Clients

**IN THE U.S. DISTRICT COURT OF MARYLAND
FOR DISTRICT OF MARYLAND**

Jeffrey Mould, et al.

*

Plaintiffs

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v.

*

Case No. 13-cv-1305 (JKB)

NJG Food Service, Inc., et al.

*

Defendants

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**DEFENDANTS' OFFER OF JUDGMENT TO
PLAINTIFF SCHLETTE PURSUANT TO FED.R.CIV.P. 68**

Defendants, NJG Food Service, Inc., OC Crabbag, LLC, Mr. Nolen Graves, and Mr. Albert Levy (collectively, "Defendants"), by and through their undersigned counsel, hereby together offer the Plaintiff, Taylor Schlette, judgment against said Defendants, jointly and severally, in the total amount of Six Thousand Eight Hundred Fifty U.S. Dollars (\$6,850.00), representing full judgment to settle, release and satisfy any and all causes of action brought, or which could have been brought, in the above-captioned civil action by Plaintiff Schlette, including, but not limited to, any and all claims pursuant to the Fair Labor Standards Act and/or any other applicable State wage/hour law or wage payment and collection law. In the event of any ambiguity contained in this Offer of Judgment, this Offer of Judgment shall be interpreted in a manner consistent with offering the Plaintiff full relief. However, additional material terms of this Offer of Judgment are as follows:

(1) This Offer of Judgment does not prohibit Plaintiff Schlette from filing, but authorizes Plaintiff Schlette to file, a Motion for Attorneys' Fees and/or a Bill of Costs, relating to the reasonable fees and costs required by Plaintiff Schlette's attorneys to commence and maintain this action. The Defendants reserve all rights to contest any such Motion or Bill of

Cost. The Court may determine any appropriate amounts for attorneys' fees and costs, and add to the aforementioned offered amount, all reasonable attorneys' fees and costs, pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* and/or any other applicable State wage/hour law or wage payment and collection law.

(2) The gross and total sum of \$6,850.00 is to be paid as follows:

A. Two checks to Plaintiff Schlette; one check comprised of \$3,405.91 would be subject to all standard government payroll deductions and any writ(s) of garnishment in effect. This payment shall be represented on IRS Form W-2 for the year that payment is made. The second check of \$3,444.09 comprising of liquidated and all other non-wage claims, would not be subject to government payroll deductions, but an IRS Form 1099 would be issued to Plaintiff Schlette in the year that payment is made;

B. Defendants make no representations concerning the tax consequences of said payments, including any payments for attorneys' fees and costs.

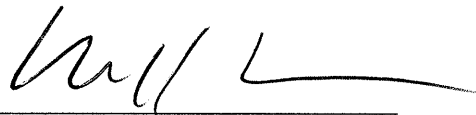
(3) This Offer of Judgment is made solely for the purposes specified in Rule 68, and is not to be construed either as an admission that the Defendants are liable in this action, that Defendants violated any statutes or regulations, or that the Plaintiff has suffered any damages as a result of Defendants' actions. Defendants contend that the Plaintiff was properly paid, that she was informed of the tip credit provisions of the FLSA, and that this Offer of Judgment is offered for strategic reasons. No inference as to this Offer of Judgment should be made.

(4) This Offer of Judgment supersedes any previous Offer of Judgment. To the extent that an Offer of Judgment previously made is currently valid and outstanding, the Plaintiff may accept only one currently valid and outstanding Offer of Judgment.

(5) This Offer of Judgment must be accepted no later than December 23, 2013. To accept this Offer of Judgment, Plaintiff shall file a Notice of Acceptance in the form attached hereto as Exh. A, revising the form only as may be mutually agreed to by counsel for Plaintiff and Defendants, and attaching a copy of this Offer of Judgment, as provided under Fed.R.Civ.P. 68. If not accepted by Plaintiff according to the terms of this Offer, the Offer shall be deemed withdrawn and evidence of this Offer will be inadmissible in any proceeding, other than proceedings involving the assessment of attorneys' fees and/or costs.

(6) Upon payment of the Judgment amount to Plaintiff Schlette (by any Defendant on behalf of itself and all other Defendants), along with payment for any post-judgment interest legally due and owing, the Plaintiff shall promptly, and within the time allowed by Federal and/or Local Rules, file a Notice of Satisfaction with respect to this Judgment, as to all Defendants/Judgment Debtors. That Notice of Satisfaction shall be in the form attached hereto as Exh. B, revising the form only as may be mutually agreed to by counsel for Plaintiff and Defendants.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'H. Hoffman', is written over a horizontal line.

Howard B. Hoffman, Esq.
ATTORNEY AT LAW
600 Jefferson Plaza, Suite 304
Rockville, Maryland 20852
(301) 251-3752
(301) 251-3753 (facsimile)


Attorney for Defendants

CERTIFICATE OF SERVICE

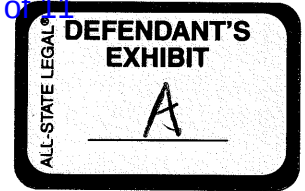
I hereby certify that on this 5th day of December, 2013, a copy of the foregoing Defendants' Offer of Judgment to Taylor Schlette, together with all exhibits and attachments, was served via US Mail first class mail (certified no. 7155 5474 4100 8727 8973) to the following:

Francis R. Laws, Esq.
Thomas & Libowitz, P.A.
100 Light Street, Ste. 1100
Baltimore, MD 21202

Attorney for Plaintiffs

A handwritten signature in black ink, appearing to read 'H. Hoffman', written over a horizontal line.

Howard B. Hoffman



IN THE U.S. DISTRICT COURT OF MARYLAND
FOR DISTRICT OF MARYLAND

Jeffrey Mould, et al.

*

Plaintiffs

*

v.

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Case No. 13-cv-1305 (JKB)

NJG Food Service, Inc., et al.

*

Defendants

*

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ACCEPTANCE OF
DEFENDANTS' OFFERS OF JUDGMENT

Defendants, NJG Food Service, Inc., OC Crabbag, LLC, Mr. Nolen Graves, and Mr. Albert Levy (collectively, "Defendants"), by their undersigned counsel, hereby notify the Court that Plaintiff Schlette, by her undersigned counsel, hereby give written notice of Plaintiff's acceptance of the attached Rule 68 Offer of Judgment issued by Defendants.

1. Plaintiff Schlette accepts Defendants' Offer of Judgment in the total amount of \$6,850.00, as well as the other terms set forth in Defendants' Offer of Judgment.
2. A copy of Defendant's Rule 68 Offer of Judgment to Plaintiff Schlette is attached hereto as Exhibit ____.

Plaintiff's counsel was provided by Defendants' counsel all relevant payroll data in order for Plaintiff to make an informed decision as to whether to accept this Offer of Judgment or not. Plaintiff agrees that she was given sufficient time to review those documents. The parties stipulate that Plaintiff Schlette has been provided full and uncompromised relief.

WHEREFORE, the Parties request:

- a. That the Court approve the agreed to Offer of Judgment in this Fair Labor Standards Act (FLSA) case, thereby approving this Judgment and the resolution of this FLSA case, and releasing the Defendants from all liability to Plaintiff.

WHEREFORE, Plaintiff Schlette request:

- a. That the Court enter Judgment in this matter against Defendants in the amounts offered to Plaintiff Schlette by Defendants; and
- b. A Proposed Order of Judgment is attached hereto.
- c. Grant attorneys' fees and costs to the Plaintiff Schlette, in an amount to be determined by the Court.

Respectfully submitted,

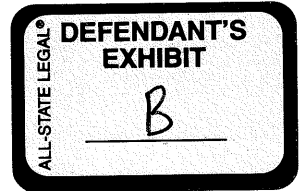
 /s/ (signed with permission)
Francis R. Laws, Esq.
Julia Carolan, Esq.
Thomas & Libowitz, P.A.
100 Light Street
Baltimore, MD 21202
Counsel for Plaintiffs

 /s/
Howard B. Hoffman, Esq.
Attorney at Law
600 Jefferson Plaza, Suite 304
Rockville, Maryland 20852
(301) 251-3752
(301) 251-3753 (fax)
Counsel for Defendants

CERTIFICATE OF SERVICE

I hereby certify that on this ____ day of _____, 201__, a copy of the foregoing Notice of Acceptance, along with all Exhibits and other attachments, was filed via the Electronic Case Filing System (ECF) maintained by the U.S. District Court for the District of Maryland, and is available for viewing and downloading from the ECF system.

/s/
Howard B. Hoffman



IN THE U.S. DISTRICT COURT OF MARYLAND
FOR DISTRICT OF MARYLAND

Jeffrey Mould, et al.

*

Plaintiffs

*

v.

*

Case No. 13-cv-1305 (JKB)

NJG Food Service, Inc., et al.

*

Defendants

*

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PLAINTIFF SCHLETTE'S NOTICE OF SATISFACTION

Plaintiff Taylor Schlette, by and through her attorneys, hereby notify this Court that the Defendants, jointly and individually, have paid in full and otherwise satisfied the judgment in this case.

Respectfully submitted,

/s/

Francis R. Laws, Esq.
Julia Carolan, Esq.
Thomas & Libowitz, P.A.
100 Light Street, Ste. 1100
Baltimore, MD 21202

Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on this ____th day of _____, 201____, a copy of the foregoing Plaintiffs' Notice of Satisfaction, along with all Exhibits and other attachments, was filed via the Electronic Case Filing System (ECF) maintained by the U.S. District Court for the District of Maryland, and is available for viewing and downloading from the ECF system.

/s/
Francis R. Laws